

EXHIBIT

C

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

LARA M. SANDERS, on behalf : Case No. 2:19-cv-00996-SDW-JSA
of herself and all other :
similarly situated consumers, :
:
Plaintiff, :
:
vs. :
:
Newark, New Jersey
CACH, LLC, RESURGENT : Thursday, August 6, 2020
HOLDINGS, LLC, and RESURGENT :
CAPITAL SERVICES L.P., :
:
Defendants. :
:

TRANSCRIPT OF ZOOM STATUS CONFERENCE
BEFORE THE HONORABLE JOSEPH A. DICKSON
UNITED STATES MAGISTRATE JUDGE

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I N D E X

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1 (Conference recording commenced.)

2 THE COURT: This is the matter of Sanders v. CACH,
3 LLC, Case Number 19-996. May I have appearances of counsel,
4 please?

5 MR. KATZ: Lawrence Katz appearing for the
6 plaintiffs.

7 MR. HUEBNER: Levi Huebner with Mr. Katz.

8 THE COURT: Okay.

9 MS. LITTMAN: Good afternoon, Your Honor. My name
10 is Monica Littman. I represent the defendants CACH, LLC and
11 Resurgent Capital Services, L.P.

12 THE COURT: Okay. Great.

13 Now, we are meeting via Zoom today to discuss
14 discovery issues disputes that we've had, that have been going
15 on for a few months now. And I've been through all of the
16 letters, going all the way back, and our most recent letters I
17 have -- I have letters from the defendant, but what I've done
18 is put in front of me Mr. Katz's letters of July 22nd and July
19 20th, which I think crystallizes what's actually outstanding.

20 I know that Ms. Littman's letters did that too, and
21 I do have them here. Give me one second, please.

22 (Extended pause)

23 THE COURT: Here we go. July 24th; right? Yeah.

24 Okay. So, let's -- for no -- in no particular
25 reason of order, let's discuss what Ms. Littman is looking for

1 and has not received yet. And, Ms. Littman, let's -- take me
2 through what it is that you're still looking for.

3 MS. LITTMAN: Yes, Your Honor. And that's in my --
4 I'll refer to my July 24th letter, which is docket number --
5 docketed number 62. I think that the letter is -- I'll just
6 go through it quickly.

7 Interrogatory -- for plaintiff's interrog --
8 responses to defendants' interrogatories number 2 and 3, we
9 are just looking for plaintiff to send a supplemental written
10 response stating that plaintiff is not in possession of
11 information that's responsive.

12 For interrogatory numbers 7 --

13 THE COURT: Wait. Let's do them one at a time.
14 Let's do them one --

15 MS. LITTMAN: Of course.

16 THE COURT: -- at a time.

17 MS. LITTMAN: Of course.

18 THE COURT: Now, Mr. Katz wrote a letter actually
19 two days before your letter. His is docket number -- document
20 number 58, where he says on interrogatories number 2 and 3:

21 "At this juncture, plaintiff is not in possession of
22 particulars of the alleged 'debt' which relates to
23 consumer purchases dating back ten years ago."

24 So, what -- so, you have that response at least from
25 Mr. Katz. You're looking for a sworn statement from the

1 plaintiff.

2 MS. LITTMAN: Yes. Just -- just simply put into a
3 supplemental response.

4 THE COURT: Okay. All right. You got that Mr.
5 Katz? Is there any reason why you can't do that?

6 MR. KATZ: I --

7 MR. HUEBNER: Prob --

8 MR. KATZ: That -- that would be fine, Judge.

9 THE COURT: Okay. All right. So, let's go the next
10 one.

11 MS. LITTMAN: The next one is plain -- defendants'
12 interrogatory number 7. Plaintiff states in the July 20th
13 letter that plaintiff will furnish an itemization of actual
14 costs per -- which occurred as a result of defendants'
15 actions.

16 THE COURT: Right. I don't --

17 MS. LITTMAN: We have not received that yet.

18 THE COURT: Sorry. I know we are on the record and
19 I know I told you to talk and then I'm cutting you off, but
20 I'm looking at his -- his answers -- this is why, hopefully,
21 some of this we can burn through very quickly. Plain -- he
22 says plaintiff will furnish that. You still haven't received
23 it.

24 Mr. Katz, when can you get that -- the answer to
25 number 7 over to Ms. Littman?

1 MR. KATZ: All right. I would think that certainly
2 no more than two weeks.

3 THE COURT: And then interrogatory number 9 is next,
4 Ms. Littman?

5 MS. LITTMAN: In interrogatory number 9 -- let me
6 just click onto it.

7 (Extended pause)

8 MS. LITTMAN: I just want to make sure I have the
9 question correct. Hold on one -- one second.

10 THE COURT: Yeah. He says that you're improperly
11 conflating document demands and interrogatories.

12 MS. LITTMAN: Well, I think that in response, as we
13 said, if there are documents that are responsive pursuant to
14 Federal Rule of Civil Procedure 33(d), plaintiff can
15 identify --

16 THE COURT: Right.

17 MS. LITTMAN: -- those documents.

18 THE COURT: Right. And at one point, I know that
19 his answer was all of his responses are applicable to all of
20 your demands.

21 MS. LITTMAN: Right, and that's --

22 THE COURT: Which is not -- but without cutting off
23 Ms. Littman one more time, but before you -- she doesn't have
24 to say anything, because she's right on this. That's not an
25 appropriate response. The document demands -- each document

1 demand should be responded to and the documents produced by
2 the responding party should identify what he's answering --
3 what he or she is answering.

4 Now, I don't know how many documents are involved
5 here. I don't know if it's a thousand pages or twenty pages.

6 MS. LITTMAN: Your Honor, I would just like to
7 clarify. So, the interrogatory number 9 was looking for
8 specification of the terms of the alleged settlement agreement
9 that was referenced in paragraph 28 of plaintiff's amended
10 complaint. So, --

11 THE COURT: Right. I remember that.

12 MS. LITTMAN: Okay. So, if plaintiff can identify
13 the terms or refer to the documents under the rules, that
14 would be fine.

15 THE COURT: And --

16 MR. HUEBNER: Your Honor, if I may? So, the
17 stipulation of settlement and the -- is -- the stipulation of
18 settlement is attached in the discovery demand. The document
19 speaks for itself. I mean, defendants' -- I mean, plaintiff's
20 responses to defendants' demands, we're -- we're talking about
21 something like -- it's not an abundant amount of pages. We're
22 talking about 50 -- 50 -- 50-something pages.

23 I apologize, Your Honor. I was looking for the
24 Bates stamp number. I'm sorry, but I had two eye surgeries in
25 the last few weeks, Your Honor, so I'm having a little rough

1 day today. I had retina surgery.

2 THE COURT: All right.

3 MR. HUEBNER: I've got them here. 60 -- 62 pages,
4 Your Honor. And one of the first things is -- a stipulation
5 of discontinuance is -- is document 1, and that -- that
6 document sort of speaks for itself. It was prior counsel and
7 counsel for CACH that were in -- were -- who executed that --
8 that stipulation.

9 THE COURT: Well, look. The -- well, here's what
10 the -- sitting from where I sit, I think what normally these
11 types of disputes are all about is that you need to clarify or
12 make certain or confirm for the requesting party, in this case
13 the defendant, that what you have given is all you have and
14 there are no other terms and conditions or anything else that
15 later on you or client are going to try to add into the record
16 or argue about this.

17 I don't think it's that hard. I did read your
18 answer. I think that's what your answer is, what you gave her
19 on those one or two documents was everything. Just confirm
20 that by -- have your client confirm that by way of a sworn an
21 -- interrogatory answer. If there's anything else, of course
22 you have to give it. And I know you know that, so I --

23 MR. HUEBNER: That's --

24 THE COURT: I think sometimes we fight about things
25 that we don't need to fight about, we just need to go ahead

1 and confirm this is it and (indiscernible) --

2 MR. HUEBNER: (Indiscernible) we're talking about
3 number 9, Your Honor? If I -- I apologize. Am I correct, Ms.
4 Littman, we're talking about 9?

5 MS. LITTMAN: Yes, interrogatory number 9.

6 THE COURT: Okay.

7 (Extended pause or connection/audio issues.)

8 MR. HUEBNER: -- the responsive documents, so I'll --
9 we'll work on that, Your Honor.

10 THE COURT: Okay.

11 MR. HUEBNER: Appreciate that.

12 THE COURT: It's not hard. Interrogatory --

13 MR. HUEBNER: I got it, Your Honor. Well, the two
14 weeks, it sounds reasonable, Your Honor.

15 THE COURT: Interrogatory number 10. That has to do
16 with whether or not she is seeking -- she sought medical
17 treatment. You answered she doesn't. I assume that that
18 means that you'll also put that in her -- whatever response
19 you're giving to Ms. Littman, you'll have her verify under
20 oath that she hasn't sought medical treatment -- and there are
21 no medical damages in this case; correct?

22 (Extended pause)

23 MR. HUEBNER: Correct, Your Honor.

24 MR. KATZ: That -- that's correct, Judge.

25 MR. HUEBNER: Correct.

Colloquy

10

1 THE COURT: Okay. Number 11, defendants withdraw.

2 Number 20. I think the plaintiffs' response here is
3 actually adequate. Ms. Littman, do you have a problem with
4 their response regarding the retainer agreement? Right now
5 we're talking about a single-plaintiff case. If it goes to
6 class action, they say they'll produce it.

7 MS. LITTMAN: (Indiscernible)

8 THE COURT: That's number 20.

9 MS. LITTMAN: I mean, the issue is just timing, in
10 terms of how late that that may come. I don't -- we don't
11 know if plaintiff is going to pursue -- continue to pursue
12 class certification.

13 THE COURT: Well, no, we don't. But I am not
14 worried about the timing. If that happens, this issue has
15 been raised. It's been preserved. I am not going to cut your
16 right off to get any more discovery if we have to take merit
17 discovery or any type of discovery. If a class is sought, if
18 it -- if the class is approved by the Court, I'll deal with
19 it. It's an open issue.

20 MS. LITTMAN: Thank you, Your Honor. Thank you,
21 Your Honor.

22 THE COURT: It's an open issue. I'm not going to
23 let them get away with not turning it over because we finished
24 discovery.

25 MS. LITTMAN: Thank you, Your Honor.

Colloquy

11

1 THE COURT: Unless, of course, we're talking about
2 just after we do finish discovery.

3 All right. Now we're into the document requests.
4 This is -- I think I jumped the gun. And I was talking about
5 this before. And that's where Mr. Katz says:

6 "Regardless, all documents are responsive to each
7 question and document request."

8 I need to know whether this is a real issue.
9 Sometimes that's clearly obvious. Mr. Huebner just told me
10 there are only 59 or -- documents or 62 documents that have
11 been turned over.

12 MR. HUEBNER: Sixty pages, but there are actually --

13 THE COURT: Sixty pages.

14 MR. HUEBNER: -- even less documents, Your Honor.

15 THE COURT: Right. So, Ms. Littman, if you were
16 confused about what's answering what question -- and I don't
17 mean that in a derogatory term. You don't have to do their
18 work for them. But if you need this answered, then I will
19 agree that they need to answer the question correctly.

20 MS. LITTMAN: Particularly for document request
21 number 5. And that during a meet and confer call, I was
22 informed that document Bates labeled P6 was responsive. So,
23 we would ask that there be a supplemental response that
24 confirms that.

25 For the other requests, I know there aren't a lot of

1 pages, but the response was just very general, saying
2 everything has been produced. I mean, as long as, you know,
3 that's just confirmed, then that's fine. But for document
4 request number 5, it was an issue.

5 THE COURT: Okay. All right.

6 MR. HUEBNER: But you're saying for -- regarding P6?

7 THE COURT: That's what she said. Yeah.

8 (Extended pause)

9 THE COURT: All right. Next is document request 11.

10 MS. LITTMAN: The plaintiff has stated they will
11 make available their credit report for an *in camera* review. I
12 don't -- I'm not sure at this time what that means. We would
13 ask that it be -- that it be produced. You know, it can be
14 produced for attorneys' eyes only, but plaintiff's credit goes
15 to her damages. She's also identified her credit reports
16 generally in her initial disclosures, so she should produce
17 the document unredacted.

18 THE COURT: So, you're looking for --

19 MR. HUEBNER: What we're saying, Your Honor, is that
20 -- when we say *in camera* review, we meant for attorneys' eyes
21 and for attorneys only. So, defendants have a number of
22 collection agencies they say that they share information with.
23 So, if my client has information on her credit report that has
24 nothing to do with this litigation, I -- we don't -- it's our
25 position -- and I've done it in other cases before -- like,

1 they can come either -- like, at the deposition or whenever
2 and they could see it.

3 I'm representing to the Court and I'm representing
4 to the defendants -- we are, plaintiff is representing that
5 there's nothing -- all the redacted items have nothing to do --
6 nothing to do with this case. It's all other companies, other
7 issues. So, it's -- it's -- we -- as -- this is a collection
8 agency and they share with I don't know how many -- 20 other
9 collection agencies -- information, so I don't really see that
10 it's appropriate to give them a written document regarding
11 alleged debt of my client that they can share with other
12 companies. So --

13 THE COURT: All right. I get it.

14 MR. HUEBNER: -- that's -- they can see it and
15 they'll see that industry has nothing to do with this case.

16 THE COURT: And I think Ms. Littman just said that
17 she would take it under attorneys' eyes only. Is that
18 correct, Ms. Littman?

19 MS. LITTMAN: Yes.

20 THE COURT: Okay. So, do we have a discovery
21 confidentiality order in this case? We should have.

22 MS. LITTMAN: Yes we do, Your Honor. You entered
23 one in the form of (indiscernible), yes.

24 THE COURT: Okay. So then, Mr. Huebner, produce it
25 under attorney -- designate it attorneys' eyes only. All

1 right?

2 MR. HUEBNER: (Indiscernible) --

3 THE COURT: Well -- well, what. What's the problem?

4 MR. HUEBNER: Okay. I just -- I just want to make
5 sure that it's attorney -- they'll -- their attorneys and that
6 company and it's not going to be shared with any other
7 attorneys and any other companies.

8 THE COURT: When you say that company, Ms. Littman
9 is representing --

10 MR. HUEBNER: Ms. Littman's firm. It's not going to
11 -- I apologize. I apologize, Your Honor. That it's not going
12 to be shared with any other attorneys and any other firms.

13 THE COURT: I think -- I haven't read the language
14 of the discovery confidentiality order, but if it's not clear,
15 I'd be happy to clarify it if we have to.

16 Ms. Littman, whatever he's producing to you as
17 attorneys' eyes only is for purposes of this litigation and
18 your review or any attorneys in your firm who are working on
19 this case review. That is -- that's clear; right?

20 MS. LITTMAN: Yes, Your Honor.

21 THE COURT: It's not to be shared with other cases
22 that your firm may have representing any of those other
23 clients; correct?

24 MS. LITTMAN: Correct, Your Honor.

25 THE COURT: Okay. Mr. Huebner, does that satisfy

1 you?

2 MR. HUEBNER: Thank you, Your Honor. Yes.

3 THE COURT: All right. Document request 14-16. We
4 don't have to worry about experts right now. I will set an
5 expert discovery schedule when we get either beyond a
6 settlement conference or close to dispositive motions. Okay?

7 MR. HUEBNER: Thank you, Your Honor.

8 MS. LITTMAN: Yes, Your Honor.

9 THE COURT: Document number 18. We talked about
10 that already. I guess that's part of the interrog -- did I
11 jump the gun or -- but we talked about the retainer agreement;
12 right?

13 MS. LITTMAN: Well, the re -- well, part of the
14 retainer agreement has to do with the class, but I believe in
15 response to interrogatory number 7, regarding damages,
16 plaintiff is still going to produce information regarding her
17 damages, which would include the attorneys' fees.

18 THE COURT: Well, yeah, attorneys -- I mean, --

19 MS. LITTMAN: For her individual claims.

20 THE COURT: Yes. I mean, is that not -- are we
21 having a dispute there that I missed? Mr. Huebner? You're
22 going to tell -- when you -- when you identify all of her
23 damages, if attorneys' fees are one of her damages, you have
24 to give a number for that; correct?

25 MR. HUEBNER: If it's in this case, yes. Correct.

1 THE COURT: Okay. Document request -- now we're up
2 to 19 and 21. Oh, we talked about that. Are we clear that
3 she's not seeking -- that she doesn't have any medical damages
4 by that? Mr. Huebner, are you also stating she doesn't have
5 any garden variety emotional distress or psychic [sic]
6 damages?

7 MR. HUEBNER: Is it we're talking about 19 and 21?

8 THE COURT: Well, that's -- I -- that's the numbers
9 that we're up to, but I --

10 MR. HUEBNER: Yeah, I got it. I got it.

11 THE COURT: But I want to know about her -- as in
12 her elements of damages, whether or not --

13 MR. HUEBNER: Correct, Your Honor. That's correct,
14 Your Honor.

15 THE COURT: Okay. So then I don't think we have an
16 issue there. So, I think we're finished with --

17 MR. HUEBNER: Just wanted one clarification. So,
18 it's document 11. Are you saying if she has -- so, if it's
19 attorneys' fees in this case are a measure of damages
20 regarding the payment that she's making to these attorneys,
21 then Your Honor is expecting us to disclose the retainer
22 agreement?

23 THE COURT: No, I am not expecting you to disclose
24 the retainer agreement. I'm only --

25 MR. HUEBNER: Okay. I just wanted to understand.

1 THE COURT: I am only expecting you to calculate at
2 some point in time what those damages are or what you --

3 MR. HUEBNER: Okay.

4 THE COURT: -- or what you anticipate them to be.
5 Any way you want to do it. I am not going to lose a lot of
6 sleep over how specifically exact they are at this point in
7 time, --

8 MR. HUEBNER: Okay.

9 THE COURT: -- because --

10 MR. HUEBNER: Thank you, Your Honor.

11 THE COURT: -- here's how it's going to come out.
12 If you --

13 MR. HUEBNER: Thank you, Your Honor.

14 THE COURT: -- a settlement conference and we settle
15 the case, that will be an element of it, but we can deal with
16 it at that time. If this case --

17 MR. HUEBNER: Thank you, Your Honor.

18 THE COURT: -- goes to trial -- if this case goes to
19 trial, then it will certainly be in the final pretrial order
20 as to what exactly those damages are. Okay? Or you'll be
21 able to prove it through the time of trial.

22 MR. HUEBNER: Thank you, Your Honor.

23 THE COURT: Whatever. Okay. Ms. Littman, I think
24 that -- or what else is left of your demands to them that you
25 need to talk about?

1 MS. LITTMAN: Okay. So, that concludes everything,
2 Your Honor.

3 THE COURT: Okay. Now, let's talk about what
4 plaintiffs are looking for from defense -- from the
5 defendants. And I am turning to document -- or letter -- the
6 letter dated July 22nd, document number 59. Mr. Katz's
7 letter. And turn to page 4, which I believe where -- I mean,
8 after giving me a recitation of all the document demands, I
9 think then page 4 tells me what you're still looking for.
10 Correct?

11 MR. HUEBNER: Correct, Your Honor.

12 THE COURT: So, why do you need --

13 MR. HUEBNER: I'm just trying to open it. Can you
14 give me one second, Your Honor? I apologize.

15 THE COURT: Yes.

16 MR. HUEBNER: I'm just trying to open up the
17 document. I apologize.

18 THE COURT: No, no problem.

19 (Extended pause)

20 MR. HUEBNER: Okay. I'm sorry. Go ahead, Your
21 Honor.

22 THE COURT: Let's go to the first one. You're
23 looking for information regarding the transfer of ownership
24 and -- let me -- let me do it this way. I don't want to make
25 an issue where there's not an issue.

1 MR. HUEBNER: We're talking about the July 22nd
2 letter, Your Honor?

3 THE COURT: Yes. Yes. It's document --

4 MR. HUEBNER: Okay.

5 THE COURT: -- number 59. It's 59 and I'm on page
6 4.

7 MR. HUEBNER: Okay, Your Honor.

8 THE COURT: Ms. Littman, what is your position on
9 that?

10 MS. LITTMAN: Well, what identified in -- in the
11 defend -- in the plaintiff's letter they just list, as you
12 said, all of their response -- all of their discovery requests
13 and then they just have a general statement here. I don't
14 know which response it even -- which request it corresponds
15 to.

16 But, as we've explained in our letter, there are --
17 the -- there's no documents regarding any transfer of debt.
18 In the bankruptcy -- and in -- during the bankruptcy and after
19 the bankruptcy, the debt has always been owned by CACH. We've
20 produced a chain of title document that shows the only
21 transfer when it was -- when it was purchased previously by
22 CACH, but there is no transfer of ownership in the bankruptcy
23 and that's what my clients have been saying all along in this
24 case. So, there are no documents.

25 THE COURT: So, they got -- they took the assets out

1 of bankruptcy. Or took the name or the -- or whatever it is
2 they took, they took it out of bankruptcy.

3 MS. LITTMAN: But CACH's parent filed for --
4 previously for bankruptcy --

5 THE COURT: Okay.

6 MS. LITTMAN: -- and CACH, as a subsidiary, was
7 brought in with all of that. But through the bankruptcy, the
8 -- the -- it only affected the parent. It never -- it never
9 impacted CACH. They were the owner during bankruptcy, they're
10 the owner after bankruptcy.

11 THE COURT: What are you looking for, Mr. Huebner?

12 MR. HUEBNER: Well, I'm just trying to understand on
13 what authority -- I mean, I'm trying to understand how
14 Resurgent now is acting on behalf of CACH, when rep -- when I
15 understand it in the credit reports, their -- Resurgent's name
16 is coming up and Resurgent is -- is -- what I understand, is
17 communicating with the credit reporting agencies. So, I want
18 to understand and I want authority on how they're doing it, --

19 THE COURT: So, you --

20 MR. HUEBNER: -- if it's not --

21 THE COURT: All right. So, you --

22 MR. HUEBNER: If it's not by a transfer, how am I
23 supposed to know why -- why - how they're doing it?

24 THE COURT: So you want to know what Resurgent's
25 interest is in the debt and/or by what authority it's

1 operating on behalf of the debt holder.

2 MR. HUEBNER: Correct. I mean, --

3 THE COURT: (Indiscernible) --

4 MR. HUEBNER: -- I would have assumed that it's just
5 -- it's an assignment. But if it's a different way, then
6 we'll -- we'll figure that out.

7 THE COURT: Did you ask for any -- well, did --

8 MS. LITTMAN: Well, we --

9 THE COURT: Could we cut -- Ms. Littman, can we cut
10 to the chase here and can -- whether he -- you're -- who are
11 you representing? Who is your client?

12 MS. LITTMAN: CACH and Resurgent Capital Services,
13 RCS.

14 THE COURT: Are they affiliated with each other or
15 are they operating together by contract or assignment?

16 MS. LITTMAN: They -- it -- it --

17 THE COURT: Or both?

18 MS. LITTMAN: It's a little more complicated than
19 that, but RCS, I believe, is the servicer now, but CACH has
20 always been the owner of the debt and that's what we -- what
21 we've said in our letter.

22 THE COURT: All right. So, I'm sorry. So, you have
23 told the plaintiffs that CH -- CHCA -- CACH is the owner of
24 the debt. Have you described the relationship between -- is
25 it Resurgent and CACH legally? In other words, is there an

1 assignment? Is there a contract? Is there a retention letter
2 between the two? I mean, are they affiliated? I guess the --
3 I think the plaintiff has a right to know.

4 MS. LITTMAN: So, we -- we will -- we can provide
5 another explanation. We can --

6 THE COURT: Yeah, (indiscernible) --

7 MS. LITTMAN: -- provide an explanation.

8 THE COURT: Okay. All right.

9 MR. HUEBNER: Well, but if there's documents related
10 to that, we're entitled to those documents, Your Honor.

11 THE COURT: Well, let's see what she tells you first
12 and see if that does --

13 MR. HUEBNER: Okay.

14 THE COURT: -- the trick. And -- and I -- we're on
15 the record. She heard what you just said, that you want to
16 see documents. I think it would be appropriate that if there
17 is a contract or an assignment, that that be produced. If it
18 has to be redacted for certain information, I've done that
19 before. But let's get the -- let's get the answer first.

20 All right. So, that -- does that also answer the
21 question on chain of title of debt?

22 MS. LITTMAN: Well, the chain of title of debt, all
23 documents have been produced regarding that. I believe that
24 the -- the doc -- bill of sale document said it was purchased
25 from Citibank. CACH purchased it, I believe from Citibank.

1 And but there's no other sale documents, because it hasn't --
2 it's still owned by CACH.

3 THE COURT: Okay. Mr. Huebner, that sounds like it
4 answers the question.

5 MR. HUEBNER: Give me one second, Your Honor?

6 (Extended pause)

7 MR. HUEBNER: So, the bill of sale and assignment
8 refers to an exhibit 1 and electric [sic] files. I don't -- I
9 don't have -- I haven't gotten -- I haven't gotten, to my
10 knowledge, an exhibit 1.

11 MS. LITTMAN: I'm not sure -- I -- it's Bates
12 labeled RCS_005, is the document that I'm referring to.

13 MR. HUEBNER: Yeah, and RCS_005 refers to an exhibit
14 1 and I don't have the exhibit 1.

15 MS. LITTMAN: I will check with my client about
16 that.

17 THE COURT: Okay. Now, there are a bunch of
18 questions here about the debt portfolio. Mr. Huebner, what
19 are you looking for there?

20 MR. HUEBNER: I apologize. You're talking about
21 from the beginning? What -- what part of the letter are you
22 on? I apologize.

23 THE COURT: I'm on page 4 and it's the big paragraph
24 right in the middle.

25 "Defendants did not provide any information

1 regarding all the debt portfolios that CACH devised
2 through the bankruptcy proceedings," --

3 And it looks like, from what I just heard, they
4 didn't devise any. They just came out of it with what they
5 had. Ms. -- and I can be corrected.

6 And then: "A list of all the consumer debt
7 Resurgent Capital reported" --

8 I mean, why do you need all of that? What does that
9 -- what -- what --

10 MR. HUEBNER: So, this -- so, what they -- it seems
11 what they have -- it seems that what -- what defendant is
12 doing, is that defendant is acting in two names. That they're
13 taking debt with CACH and then Resurgent is collecting on the
14 debt. And -- and -- and it -- this is a class action. We
15 believe that they did the same thing with my client that they
16 did -- the same thing that they did with my client they did
17 with other -- other consumers. So, we're entitled to that --
18 that -- that discovery, Your Honor.

19 MS. LITTMAN: Your Honor, I would submit --

20 MR. HUEBNER: Well, this isn't --

21 MS. LITTMAN: -- that this para -- or I -- it --
22 it's very unclear what -- this -- this paragraph that you're
23 referencing where it start -- regarding the debt portfolios.
24 Again, I'm not really sure which numbered requests this
25 corresponds with. But, again, it's also vague and unclear.

1 THE COURT: Well, --

2 MR. HUEBNER: That's why the -- it's -- this is just
3 the bullet points, but that's what --

4 THE COURT: Well, I could --

5 MR. HUEBNER: -- (indiscernible) questions --

6 THE COURT: I mean, I could -- you know, I could
7 guess that it's related to number 26, and number 25, and
8 number 24. I mean, I understand -- I see the basis for it in
9 the actual document demands. What I am trying to figure out
10 is --

11 MR. HUEBNER: But -- but what -- what -- the bullet
12 points are only bullet points. What I'm saying is, all of
13 these responses, I haven't gotten -- all of the bullet -- high
14 -- all of the numbered responses, I haven't gotten responses
15 to. They haven't -- the defendant hasn't responded to all of
16 those questions. Not -- those are just the bullet points,
17 though. That -- and the culmination of those -- of those 34 --

18 THE COURT: Well, why we're here, rather than
19 sending you guys back for more briefing and meeting and
20 conferring, while we're here I want to try to get it resolved.

21 Why -- heard your answer that you want to see who
22 they -- else they did to other putative plaintiffs as to who
23 else they may have done that to, as to what they did to your
24 client, but how does having this information help you get
25 there? That's what I don't -- I'm not understanding. I am

1 not getting from A to Z based on knowing what their complete
2 debt portfolio looks like and who exchanged debts and things
3 like that. Are you -- maybe it would help if --

4 MR. HUEBNER: So, --

5 THE COURT: -- (indiscernible) exactly what they did
6 to your client.

7 MR. HUEBNER: Okay. So, in the credit report --
8 right? So, they're -- my client's -- after the case -- after
9 my client resolved the issue --

10 THE COURT: Right.

11 MR. HUEBNER: -- with CACH --

12 THE COURT: Made a deal. They --

13 MR. HUEBNER: -- and the --

14 THE COURT: They --

15 MR. HUEBNER: -- and the case -- and that action was
16 dismissed, --

17 THE COURT: Right.

18 MR. HUEBNER: Right? The following year CACH --

19 THE COURT: Tried to collect --

20 MR. HUEBNER: -- (indiscernible) my client's credit
21 report that they only paid a thousand and they had 14,000 past
22 due. Right off there it's a violation. And then it says that
23 it has no -- the notations that it's Resurgent -- that it's
24 Resurgent -- care of Resurgent, so I don't know -- and then
25 defendants acquired and produced a document that they say

1 there is a report from CACH, but conveniently that -- that
2 report from CACH that they say that at some point in time the
3 -- the account was -- was paid in full, was reported as paid
4 in full and stopped collection, there is no February 8 --
5 there's no February 8, 2018 date on there on the date that the
6 report was made to the credit report with Resurgent's name on
7 it.

8 So, it doesn't show who made that communication and
9 then -- and there's something -- something is very wrong going
10 on here, because the credit reporting agency doesn't just say,
11 well, on February 8 we're just going to decide -- we're just
12 going to -- we're going to mark the account as past due.
13 Somebody has to tell the credit age -- reporting agency that
14 it's past due.

15 And so that's the same thing that I believe that
16 they've done with -- with -- with other -- with other parties
17 in -- in this matter and that's why this case was brought as a
18 class -- as a class action.

19 THE COURT: I under --

20 MR. HUEBNER: But I can't do the class action -- I
21 can't move for class certification until I get the discovery.

22 THE COURT: I understand, but I still -- I
23 understand how -- what your case is about now, I -- which is
24 what I thought it was about, --

25 MR. HUEBNER: And then there's also a credit -- for

1 a rep -- a credit -- I apologize, Your Honor. There's also a
2 Fair Credit Reporting Act claim, because then my client also
3 made a complaint on that and then there's another issue with
4 that, with the Fair Credit Reporting Act. So, --

5 THE COURT: I still do not understand why asking for
6 their portfolio, and where they got it from, and who they've
7 exchanged it with, answers those questions. I think you --
8 you've raised good questions, but I don't understand how this
9 discovery for their entire portfolio and all the other -- and
10 all the debts that they've purchased and all the debts that
11 they resolve -- I don't -- you have to ask -- don't you have
12 to ask questions that go directly to how many times have you
13 reported a debt still open when it -- when you indeed found
14 out later it closed, or something like that? I can't make up
15 your questions for you. But I don't understand how knowing
16 what the portfolio -- I don't know how the portfolio gets you
17 to where you want to go.

18 MR. HUEBNER: Well, so, I get it, Your Honor. You
19 want -- I mean, that -- that's -- you want me to narrow it
20 down, I can narrow it down, but I think my discovery demand --
21 my document demands are -- are narrowed down and -- and --

22 THE COURT: Well, they're narrowed down, but I don't
23 know what -- I don't -- I am not following the relevance of
24 it. And it may be me. I get it. It's after three o'clock in
25 the afternoon and I start to fade. But -- but I -- but I have

1 been looking at these letters for a couple of days trying to
2 figure out exactly what is the relevance of -- of your -- your
3 request regarding the portfolio and where it came from and
4 where it's gone. And what happened in bankruptcy. None of
5 that, to me, goes to the issue of over-reporting or somebody's
6 credit issues. I don't get it.

7 And so -- so, to make sure -- if you -- if you think
8 you're talking to a blank wall here and I am not really
9 hearing you, maybe give me a very short letter explaining the
10 connection between your document demands number 24 through 26
11 -- 28, for instance:

12 "All notices that defendants have employed to inform
13 consumers that the CACH" -- I don't even understand that
14 one -- "no longer owns a debt previously owned by CACH."

15 I need a little bit more specificity as to what
16 you're --

17 MR. HUEBNER: So, they -- they're -- what they're
18 saying, they -- they sent the letter. They're saying that --
19 that CACH does -- they sent the letter -- before they were
20 done my credit -- client's credit report, they sent a letter
21 saying that CACH doesn't have -- doesn't own the debt. And
22 then, after they sent the letter saying CACH doesn't own the
23 debt and it no longer exists, they went and downed my client's
24 credit report. So, could it have been --

25 THE COURT: (Indiscernible) --

1 MR. HUEBNER: -- a little more artfully articulated?
2 I -- I would --
3 THE COURT: No. Well, --
4 MR. HUEBNER: -- I would concur with Your Honor, but
5 I think that's -- that's what happened in this case.
6 MS. LITTMAN: Your Honor, I --
7 MR. HUEBNER: So, that's a specific -- they're --
8 excuse me, please. That -- that's a specific request as to
9 exactly what happened to my client. So, if they -- if they
10 sent letters to -- and that's why I made it a broad scope, --
11 THE COURT: See -- see --
12 MR. HUEBNER: -- because they're going to -- then
13 they'll just say it happened and they'll just say, no, it
14 didn't happen.
15 THE COURT: But --
16 MR. HUEBNER: So, without the portfolios and without
17 the letters, without the information, I'm -- I'm really not
18 going to know.
19 THE COURT: What -- number 30 I think is directly on
20 point. I think that's a really good demand. And I'm --
21 somebody refresh my recollection.
22 "A copy of communications that defendants made with
23 a credit reporting agency after the debt has been
24 settled."
25 That's -- that goes to what you just talked to me

1 about. Has that -- has defend -- have defendants produced
2 documents or given you a response to that?

3 MR. HUEBNER: (Indiscernible) --

4 THE COURT: Let me ask Ms. -- let me ask Ms.
5 Littman. What is --

6 MS. LITTMAN: Your Honor -- oh, I'm sorry. As
7 stated in our letter, we first of all objected to number 30 on
8 the grounds that there's no time limitation, no scope
9 limitation on it. For starters. And the only issue that
10 plaintiff is raising in this case has to do with the -- with
11 TransUnion. Not with the other consumer reporting agencies,
12 Equifax and Experian.

13 My client RC -- or Resurge -- or RCS has produced
14 its entire credit reporting history regarding plaintiff's
15 account to plaintiff. So, they have a copy of the information
16 that my -- that was transmitted to TransUnion. So with regard
17 to the plaintiff, that information has been produced.

18 THE COURT: Mr. Huebner, I see you shaking your
19 head.

20 MR. HUEBNER: Yeah. So, okay. So, let's go back to
21 that, Your Honor. So, --

22 (Extended pause)

23 MR. HUEBNER: Plaintiff's credit report says that
24 there's a debt owed and past due with CACH, LLC. First of
25 all, it's -- it doesn't matter if it's TransUnion or any --

1 it's -- this class -- I apologize. This case applies to all
2 violations regarding all collection agencies. It's not
3 limited to violations that they did only with this one
4 collection agency. It's -- if they did it with others, that's
5 part of it. Because they violated my client on one collection
6 agency doesn't mean that they didn't violate other members of
7 the class with other collection agencies. There's no such
8 thing as a class that's limited only to the same collection
9 agency. It's limited to the violation, not to the collection
10 agency.

11 The second thing is that -- is that it says that the
12 debt is -- it says CACH, LLC, care of Resurgent Capital
13 Services. And then it says the balance is \$14,372. And it
14 says the date was updated on February 3, 2018. And then it
15 says the original amount was 15,372 and the original creditor
16 was Citibank and the past due amount is \$14,372.

17 Now, I don't know who made that report to the credit
18 -- my client's credit reporting bureau, but the document
19 RCS_001, that -- that Resurgent furnishes, that the defendants
20 furnish -- so, there's an entry for April 3, there's an entry
21 for March 7 of 2018, and an example [sic] of January 31, 2000
22 -- and -- and January 1 -- I mean, January 31 of 2018, but
23 there's no entry on this printout that they give for -- for --
24 for February 3, 2018. So, somebody made a communication on
25 February 3, 2018.

1 In the response that they gave, it only lists
2 reporter origination is CACH, LLC. Now, I don't know who
3 reported on February, but that's not listed on this document
4 here and that's why we're entitled to the computer -- the
5 computer coding. Anybody can print the printout and just --
6 and -- and say this is what it is. And that's why one of the
7 things we asked for was the computer coding and that's why
8 we're entitled to the computer coding, because that will tell
9 us who they communicated with and how they communicated with
10 them.

11 I mean, this is the most simplistic of any class
12 action lawsuit with a collection agency that I have ever done
13 before. This is absolutely the most deficient and -- and --
14 and -- and -- and manner of -- this doesn't even show the
15 manner of -- I mean, there -- there's a whole -- they have a
16 list of communication. There's a way when they communicated.
17 There's a whole report when they communicate. This is not a
18 report generated from collection agencies, this is like a mini
19 summary. There's way more than that. There's -- there's
20 nothing -- this is -- this is -- it's zero from zero and it's
21 not accurate. I would almost say it's almost a fraud, but --

22 THE COURT: Do you have --

23 MR. HUEBNER: -- I don't know that yet, but I --
24 it's -- it's --

25 MS. LITTMAN: Your Honor, I would object to Mr.

1 Huebner's characterizations of my clients and the documents
2 that (indiscernible) --

3 MR. HUEBNER: You -- you --

4 THE COURT: (Indiscernible) --

5 MR. HUEBNER: I -- I mean, you can object.

6 THE COURT: -- (indiscernible) --

7 MR. HUEBNER: I said almost a -- I would say that
8 it's almost a fraud. And you can object to that.

9 THE COURT: (Indiscernible) --

10 MR. HUEBNER: That's fair.

11 THE COURT: -- that and see if we can get relevant
12 discovery here.

13 When did you ask for the computer coding? Did you
14 ask for that?

15 MR. HUEBNER: Yes, Your Honor.

16 THE COURT: Where?

17 MR. HUEBNER: I'm -- I'm sorry, but I'm list -- I'm
18 -- I apologize, Your Honor.

19 THE COURT: Where did you ask for that?

20 MR. HUEBNER: So, when they give that -- when they
21 gave their -- the -- give me a minute, Your Honor.

22 So, that -- when they gave that res -- that -- when
23 they gave that response that's completely inefficient, that's
24 when I told them that's what I need. That's when I sent them
25 the letter, I need that computer coding. You can't just give

1 me a one-page printout. I mean, I've gotten page -- printouts
2 from collection agencies with all their notes and a history of
3 the account and the rec -- and the records of conversations.
4 There's records of conversations that -- that the collection
5 had with the reporting agency or -- or --

6 THE COURT: Well, I'm --

7 MR. HUEBNER: -- or -- or with --

8 THE COURT: I'm aware of all that kind of discovery
9 and (indiscernible) --

10 MR. HUEBNER: And -- and -- and -- and so when they
11 -- when I -- that's why I sent them that letter, just like
12 they said they wanted updates. They sent a document demand so
13 they want me to -- they put it in a letter, they want me to
14 put something in writing. So I -- same thing, I sent a letter
15 in. I sent that bullet point that I want the computer coding
16 then you -- that's -- I'm entitled to that. If they're saying
17 that this is their only page, which is completely ridiculous,
18 then I want the computer coding.

19 MS. LITTMAN: I don't -- I don't under --

20 MR. HUEBNER: (Indiscernible) it's not complicated.
21 I'm not --

22 MS. LITTMAN: Well, --

23 MR. HUEBNER: -- a computer programmer. That's all
24 my computer (indiscernible) --

25 THE COURT: No, but I don't understand. Usually --

1 usually, when I'm managing these cases and somebody is -- it's
2 a class action case against the debt collector or the
3 servicer, there are notes that are kept. Those are printed
4 out and -- and sometimes we fight about how much -- many of
5 the notes or how much of the notes or how broadly across the
6 class the notes should be, but the actual code -- I mean, I'm
7 not sure I understand the ex -- it seems like we've skipped
8 something here.

9 MR. HUEBNER: Well, when --

10 THE COURT: I think we --

11 (Extended pause)

12 MR. HUEBNER: I apologize. Go ahead, Your Honor.

13 THE COURT: Maybe I'm misunderstanding your
14 question. Computer coding language. You mean you want, like,
15 a key that tells you -- like, you want to know -- you want to
16 be able to transmit -- you want to be able to translate the
17 language from CACH or Resurgent to the credit reporting
18 agencies? Is that what you're looking into? Apply that key
19 and -- apply the key against the correspondence that they've
20 sent you?

21 MR. HUEBNER: They have a way -- they have -- that's
22 all available. If they -- the comp -- the printout -- the
23 printout doesn't do -- not -- it's not manually typed. The
24 printout doesn't do it by itself. It only does it by
25 according to information that's fed into the computer. So,

1 they have a system that they feed into the computer and that
2 system -- that -- that system that they feed into the computer
3 generates the information (a) to the -- to the collection
4 agency and -- I mean to the credit reporting agency and the --
5 and -- and -- and it also tells when the let -- when letters
6 were sent.

7 And just for as an example, Your Honor, in -- in --
8 initial -- the next page, on -- on RCS_002 that they furnish,
9 it's -- it's not a letter from CACH, it's a letter from
10 Resurgent Capital Services. And it's dated January 30, 2018.
11 And it says thank you for your payment and -- and -- on the
12 above-referenced account. In the event that this payment is
13 returned as insufficient, the settlement and letter will
14 become void. But -- and it says customer service department,
15 Resurgent Capital Services, LLP, and it doesn't even mention
16 CACH and it doesn't mention --

17 MS. LITTMAN: Yeah, you're -- you're --

18 MR. HUEBNER: -- (indiscernible) what --

19 MS. LITTMAN: Mr. Huebner, the letter does mention
20 CACH. At the top it says current owner CACH, LLC.

21 MR. HUEBNER: Thank you for interrupting me. And
22 you could have brought that up at the end of my conversat --
23 my comment at least.

24 So -- and so the point is that that letter is not
25 even referred to in the supposed -- the supposed one page

1 report with -- on -- on -- on Z_001 [sic]. So, there's
2 something wrong here, because if -- there is something wrong.
3 It -- either it's -- there's two different companies doing
4 different reporting or -- or there's a miss -- there is
5 something wrong here.

6 If that letter -- if CACH and L -- and Resurgent
7 were working together as one entity, then that letter would be
8 referred to in this report and the letter is not referred to.
9 So, there's a let -- I'm -- I'm not getting the full
10 information, so I got to get the full information, and there
11 has to be a way to get it, and there is a way to get it, and
12 that's why the computer coding will just give it to me.

13 THE COURT: All right. This is what I want you to
14 do. I was hoping to avoid this, but I think it's only fair
15 for me, so I can understand and then I can give Ms. Littman a
16 chance to respond. This particular -- we're right toward the
17 end here of all of this. I think we have resolved almost
18 everything, except this whole issue of how much across-the-
19 class type information that you want. And I do think you're
20 saying two different things and I'm not -- so, I want you to
21 put it in writing to me what exact information are you seeking
22 from the defendants, and I want you to tell me whether it's
23 related to your -- your need to have information so that you
24 can move to certify a class or whether it's to do with the
25 merits of your client's single complaint. You know, your

1 client individually. I --

2 MR. HUEBNER: Well, there's --

3 THE COURT: And I want you to tell -- and I -- and I
4 want you to -- what you just went through, by telling me how
5 you have a letter that they produced, which is not showing
6 itself up on the report and why -- how -- how that creates
7 gaps in information, I need you to tell me that in writing, so
8 I can understand it. And I want -- then I want Ms. Littman to
9 respond to it, so I can make a reasoned decision on how much
10 discovery to require the defendant to produce in this case.

11 Also, I need you to do this. When you're doing
12 that, I want you to tell me which document demand or
13 interrogatory originally sought that information. It may be --
14 I get a sense that perhaps when you didn't get the information
15 you were looking for the first time, you kind of restated --
16 and I'm look -- in this letter, ECF 59, you kind of restated
17 what you need so that you can get to that information. If I'm
18 wrong, I'm wrong. But if I'm right, then I -- you'll -- I
19 need to know that, too, so I could either relate it to an
20 interrogatory that's been posed or perhaps to a new
21 interrogatory that you now need to pose, because they didn't
22 answer the first one correctly. Okay?

23 MR. HUEBNER: Okay, Your Honor. That's fair.

24 THE COURT: I need -- I just need you to tell me
25 exactly what you're looking for and why you're looking for it

1 in connection to the merits of your claim, whether they are
2 the merits on the class claim or the individual claim. All
3 right?

4 I think I understand what you're looking for. I am
5 not sure I've seen it requested like this, if I'm right. But
6 if I'm wrong, then that will -- you'll help -- your letter
7 will help clarify it for me, so then I'll know what to do.
8 All right?

9 MR. HUEBNER: And maybe -- Your Honor, maybe it --
10 that I -- maybe I need to furnish a new redirected document
11 demand. And I'm not sure, because the document demands did
12 say whether it's by computer or whether it's by -- whether
13 it's by computer or whether it's by paper, so I don't -- I
14 think that that would have covered it. But I'll -- I'll --
15 I'll try to go in detail on it, Your Honor.

16 THE COURT: I'm not suggesting it didn't, I'm just
17 not -- I'm just not really right now understanding it and I
18 need to be refocused on this.

19 MR. HUEBNER: Again, that -- well, I -- I -- the
20 same way that I wasn't re-understand -- I wasn't understanding
21 when I get a document that's one page and then I get the next
22 document that's not even referred to, and it's from Resurgent
23 Capital, and it's for -- it's not even referred to in the --
24 in the -- in the -- in the supposed page it's supposed to be
25 referring to.

Colloquy

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1 THE COURT: All right. So, when can you get me that
2 letter?

3 MR. HUEBNER: In about two weeks, Your Honor? Is
4 that --

5 THE COURT: Two weeks --

6 MR. HUEBNER: -- (indiscernible) please?

7 THE COURT: Two weeks is fine. And then, Ms.
8 Littman, can you respond to his letter within two weeks
9 thereafter?

10 MS. LITTMAN: Yes, Your Honor.

11 MR. HUEBNER: Now, the --

12 MS. LITTMAN: Yes, Your Honor.

13 THE COURT: All right. I think that brings us to --
14 wait a minute. I just want to check something out.

15 (Extended pause)

16 THE COURT: The other issue that is still here in
17 your letter, which we didn't get to yet, is that apparently
18 defendants did not answer your document demands on lawsuits
19 from January 1 to the present either that they filed against
20 consumers or that they were a party to. Which I guess means
21 that consumers filed against them.

22 Ms. Littman, what is your position on that?

23 MS. LITTMAN: Just one second, Your Honor.

24 (Extended pause)

25 MS. LITTMAN: Well, the way it's framed, all

1 documents of lawsuits for the last almost five years, with no
2 limitation as to time, scope, for -- you know, for federal
3 lawsuits, the plaintiff could look that information up on
4 PACER, but it's all documents. You know, that's overly broad,
5 meaning complaints, answers. And also I don't know -- I mean,
6 and discovery? It's just framed entirely too broad and not
7 limited at all to any claims that are -- it's looking for
8 basically everything, I'm presuming, that ever would even be
9 considered an FDCA violation, not limited at all to anything,
10 you know, having to do with the claims that the plaintiff is
11 asserting. And so that information would be irrelevant and
12 not proportional to the case.

13 THE COURT: Mr. Huebner, I think there's some weight
14 to what she's saying. What exact -- what are you look --
15 narrow that down. Here's what I'm going to ask -- let's -- we
16 don't have to discuss it. Narrow it down.

17 MR. HUEBNER: You want me to narrow it down, I'll --
18 you want me to -- can I -- you want me to give a detailed
19 letter with my discovery issues in a more narrow and specific
20 way, even though I haven't gotten a response to the majority
21 of my questions? I'll do that, Your Honor.

22 There's also the redacted issue, Your Honor, which I
23 referred to, which I got redacted documents. That's totally
24 inappropriate, Your Honor.

25 THE COURT: Wait. Before we get to the redacted

1 issue, I am just --

2 MR. HUEBNER: Right.

3 THE COURT: -- interested to know -- I mean, I deal
4 with these questions all the time about give me all lawsuits
5 that your client has been involved with and I -- frankly, that
6 is way over broad. I mean, lawsuits regarding what kind of
7 claims? January 1, 2015 to the present, it may be --

8 MR. HUEBNER: (Indiscernible) --

9 THE COURT: When was the bank -- when was the bank --
10 when was the bankruptcy?

11 (Extended pause)

12 MR. HUEBNER: You're asking me or you're asking me
13 or you're asking Ms. Littman?

14 THE COURT: I'm asking anybody who knows the answer.

15 MS. LITTMAN: I could give you the answer.

16 (Extended pause)

17 MS. LITTMAN: Well, I know that it was at least
18 prior -- it -- the quick information that I have is that --

19 THE COURT: It was January --

20 MS. LITTMAN: -- (indiscernible) --

21 THE COURT: It was filed in 2017. I have it right
22 in front of me.

23 MS. LITTMAN: Okay. That's -- that's what I was
24 going to say.

25 THE COURT: I mean, I don't know whether or not,

1 based on these allegation, that there was some reorganization
2 or something taken out or something left -- I don't know
3 whether or not 2015 to 2017 is even relevant. Maybe it is. I
4 don't know.

5 But the point is, this needs to be narrowed down and
6 then Ms. Littman can respond accordingly. And if I have to
7 get involved, I'll get involved. I mean, it's just too broad
8 against -- against consumers? I mean, what difference does it
9 make? There could be 100,000 different ways that they sued
10 other consumers that have nothing to do with the dispute
11 between you and them.

12 So, just -- you know, let me go back for a minute.
13 Let me -- now, tell me about the redaction problem.

14 MR. HUEBNER: Give me one minute, Your Honor, and
15 I'll do that. Just give me a second. I apologize.

16 (Extended pause)

17 MR. HUEBNER: So, we entered --

18 THE COURT: You have --

19 MR. HUEBNER: -- they said the -- the -- the
20 defendants said they didn't want to turn over their manual
21 until they get a confidentiality order.

22 THE COURT: Okay.

23 MR. HUEBNER: And then they turned over the manual
24 after we got the confidentiality order, and -- and 204 pages
25 of the manual, at defendants' choice, have been completed

1 redacted. Of the 283-page manual, 204 pages have been
2 redacted.

3 They want a copy of my client's credit report. They
4 say I can't claim -- that it can't be redacted, they say I
5 have to give them the credit report and it's for attorneys'
6 eyes only? That's why we entered into a confidentiality
7 order? They can't now redact it and tell me what's relevant
8 and what's not relevant. That's not their case to make.

9 And if they want -- if it's a motion for summary
10 judgment or something like that or class certification and
11 they want to say that that part that I'm citing to in the --
12 in the part that's going to confidentially filed with the
13 Court is not relevant, they can say that. But it's not their
14 choice to decide that it's irrelevant. It's their manual.
15 Give me the manual and then -- and then -- and let -- and let
16 me see the manual and then I -- when it comes to the Court, if
17 it's -- if I'm citing something in the manual that's
18 irrelevant, that's for oral -- that's for argument. That's
19 not for them to unilaterally decide that it's -- that it's --
20 that it's irrelevant.

21 I mean, then I'll never get any discovery and then
22 all they have to do is just say it's irrelevant so we don't
23 have to give it to you.

24 THE COURT: Ms. Littman?

25 MS. LITTMAN: Your Honor, the entry of a

1 confidentiality order does not mean that any party can -- has
2 to produce irrelevant or confidential and proprietary
3 information.

4 We have produced the agency manual portions that are
5 relevant and responsive to the request. We have also produced
6 the table of contents, unredacted, of the entire manual and
7 have said several times that plaintiff may review the table of
8 contents and if they have specific questions regarding a
9 section that was redacted, we would be happy to address those
10 issues. But plaintiff has never taken us up on this request
11 to even further discuss whether there's any other sections
12 that plaintiff deems are relevant.

13 So, at a minimum, plaintiff should be -- should do
14 that first, instead of just blanketly saying we need
15 everything.

16 MR. HUEBNER: I -- I brought it up. I brought up
17 with it that I'm entitled to the manual and they said you're
18 not entitled to the manual and we're not going to give it to
19 you, and we spoke with our client and we're still not giving
20 it to you. So, it's not -- I don't really -- I don't
21 understand what that is. I don't -- I mean, I -- I have no --
22 I have no faith --

23 THE COURT: All right. Let's --

24 MR. HUEBNER: -- in -- in -- in -- in their
25 representations that it's irrelevant, when I got a one-page

1 document here that doesn't even list the February 8, 2018
2 entry and doesn't even letter -- list the -- the letter from
3 Resurgent, and it says every entry here is by CACH. So, I
4 have no faith in their -- in their -- in their -- in -- in
5 defendants' responses that they disclosed --

6 THE COURT: All right.

7 MR. HUEBNER: -- in a good faith manner --

8 THE COURT: Okay. Ms. Littman, did you give me any
9 briefing on this issue of redaction of the manual?

10 MS. LITTMAN: This -- I mean, we had -- we've listed
11 it in the doc -- it's -- hold on.

12 THE COURT: I mean, but did you give me a reasoning
13 why you redacted it or why you should not [sic] be entitled to
14 redact it or any -- I'm just looking?

15 MS. LITTMAN: Well, right. We have stated it in --
16 at the end of our letter, document number 63, we explain that.

17 THE COURT: Yeah.

18 MS. LITTMAN: We didn't -- we explained what I said,
19 that we have asked for plaintiff to discuss with us the table
20 of contents and other sections about that.

21 MR. HUEBNER: They wrote --

22 MS. LITTMAN: But plaintiff has not done so.

23 MR. HUEBNER: They wrote --

24 THE COURT: I need a --

25 MR. HUEBNER: They wrote a letter to me --

1 THE COURT: I need -- I need a little bit more than
2 that.

3 MR. HUEBNER: They wrote a letter --

4 MS. LITTMAN: And we'll submit that, Your Honor.

5 MR. HUEBNER: -- to me, Your Honor.

6 THE COURT: Excuse me. I'm talking.

7 MR. HUEBNER: I apologize, Your Honor. I -- I -- it
8 was a (indiscernible) --

9 THE COURT: I need a little bit more than that, Ms.
10 Littman.

11 MS. LITTMAN: Okay, Your Honor.

12 THE COURT: You're -- you shouldn't be -- I mean,
13 counsel is right. If anybody is going to make a decision
14 about relevancy, fortunately or unfortunately, it has to be
15 made. Redactions for relevance are not really permitted. You
16 can redact for -- for privilege, if that's what you're doing.
17 And the proprietary information should be covered by the
18 attorneys' eyes only or any other discovery confidentiality
19 order thing.

20 I mean, it might have to work the other way.
21 Counsel wanted you to assure him, Ms. Littman, that you
22 weren't going to share her credit report with other people.
23 You expect the same requirements from plaintiff's counsel not
24 to share this manual if it contains proprietary information
25 that you designated as attorneys' eyes only.

1 If it turns out counsel, Mr. Huebner, that you think
2 you're going to have to use those provisions or you have to
3 somehow discuss them with your client, then you can -- there's
4 a procedure under the discovery confidentiality order that if
5 people cannot agree on how that should work then, again, I get
6 to step in and make a decision.

7 But, first of all, I think I want to hear from Ms.
8 Littman as to why redactions were made in the first place and
9 give me and Mr. Huebner some indication as to what's being
10 redacted. I don't like the idea of having to have Mr. Huebner
11 review the table of contents and make his own decisions about
12 what he thinks may be in there for him to see. You need to
13 tell us what you're -- some idea of what you're redacting.

14 MS. LITTMAN: Then I will submit supplemental
15 briefing on that --

16 THE COURT: He's not --

17 MS. LITTMAN: -- within 14 days, Your Honor.

18 THE COURT: Can you do that in two weeks?

19 MS. LITTMAN: Yes, Your Honor.

20 THE COURT: And then, Mr. Huebner, can you respond
21 to her letter in two weeks thereafter? Just the way we're
22 doing it for your stuff?

23 MR. HUEBNER: That's a quest -- I'm just trying to
24 understand something, Your Honor, because I've never had a
25 case where I didn't get the manual. And especially when it --

1 as I -- I didn't battle about the confidentiality order and
2 the confidentiality is really -- it's a courtesy,. They're
3 not, by law, entitled to a convent -- a cadet -- blah, blah --
4 a confidentiality order, so I didn't --

5 THE COURT: (Indiscernible) --

6 MR. HUEBNER: -- battle with it --

7 THE COURT: In this court --

8 MR. HUEBNER: -- and I don't know --

9 THE COURT: In this court --

10 MR. HUEBNER: -- why I'm not entitled to my -- my --
11 to the documents. And all she said the reason is, it's
12 irrelevant, and that's --

13 MS. LITTMAN: No, no, I did not --

14 MR. HUEBNER: -- just simply not --

15 MS. LITTMAN: I did not say only irrelevant. It's
16 stated in our letter that there are --

17 MR. HUEBNER: Proprietary.

18 MS. LITTMAN: -- proprietary policies that --

19 MR. HUEBNER: But proprietary is covered by the
20 confidentiality order, so what -- what -- it's -- and I can't
21 -- just because something --

22 THE COURT: Mr. Huebner, --

23 MR. HUEBNER: -- (indiscernible) something --

24 THE COURT: Mr. Huebner? Mr. Huebner, why are you
25 arguing this? I actually just ruled in your favor.

1 MR. HUEBNER: I thought that, Your Honor. I
2 apologize.

3 THE COURT: So, why are -- so, what are you doing
4 this? I mean, I am trying to stop the disputes and get this
5 case moving forward. I just ruled in your favor on this, in
6 terms of making them explain it. And I will say this. If you
7 have been litigating these cases for a while, which I perceive
8 that you have, and you never had a problem getting a manual?
9 God bless you, because I've already had to litigate that --
10 I've had to make that decision at least ten times in the last
11 five years. So, --

12 MR. HUEBNER: I've had defendants jump up and down,
13 but at the end of the day, I always got the manual.

14 THE COURT: Well, good. And I mean that. I am not
15 trying to be sarcastic. I mean that sincerely. That's good.
16 Because I have seen it as an issue more than once in this
17 court.

18 And in terms of what you said about discovery
19 confidentiality orders, they're not a courtesy. I've enforced
20 them and I've had them -- I have signed them when both sides --
21 when nobody wanted one, because, frankly, if I don't do that,
22 then the attorneys fight with each other all day long about
23 everything. So, here we are.

24 I think we're done for today.

25 MS. LITTMAN: Yes, Your Honor. Could I have two

1 housekeeping items?

2 THE COURT: Okay.

3 MS. LITTMAN: I just wanted to confirm. There were
4 two items earlier in the call that you wanted defendants to
5 provide further about explanation about the defendants -- we
6 talked -- you asked if there was a contract or assignment, and
7 plaintiff had a question about an exhibit 1 to the bill of
8 sale, and I just wanted to confirm our timing for that would
9 be 14 days to --

10 THE COURT: Everything is two -- everything that
11 I've asked anybody to do is two weeks.

12 MS. LITTMAN: Okay. Thank you, Your Honor.

13 And also I believe there was the one final issue, I
14 don't know if we were going to discuss it, about plaintiff's
15 request to extend the deadline to add or amend parties.

16 THE COURT: I am probably going to extend that
17 deadline. We haven't finished written discovery and I'd like
18 to have written discovery finished so that everybody has a
19 fair chance to understand at least in writing what the other
20 side's position is, what the documents look like.

21 What is the current date? And I know you asked --
22 you told me, but what is -- can you remind me?

23 MS. LITTMAN: Yes, Your Honor.

24 (Extended pause)

25 MS. LITTMAN: The current deadline -- or I believe

1 the deadline had passed.

2 THE COURT: Okay.

3 MS. LITTMAN: July 22nd. So, --

4 THE COURT: All right. Well, --

5 MS. LITTMAN: -- and that's -- I believe that's when
6 plaintiff --

7 THE COURT: I'd really like to get all the written
8 discovery, all these issues done no later than mid-September.
9 I mean, since I've given you each basically a month's worth of
10 letter writing and it's now August 8th or whatever the date
11 is. So, --

12 MR. HUEBNER: August 6th, Your Honor.

13 THE COURT: August 6th. So, Jan -- hopefully we're
14 done by September 6th with the letter writing and then I have
15 to make a decision. Maybe some of it will be worked out, but
16 it's -- I'm sure I'll have to make some decisions.

17 I am going to set October 15th -- anybody have a
18 calendar? What is October -- what day of the week is October
19 15th?

20 MS. LITTMAN: That is a Thursday.

21 THE COURT: Make it October 16th for motions to
22 amend or name -- or add new parties. And I'll set the
23 discovery calendar -- the discovery end date -- fact discovery
24 end date out to, right now, November 30th. That may be a
25 little tight, but I'm going to set it for November 30th.

1 Okay?

2 MR. HUEBNER: Thank you, Your Honor.

3 MS. LITTMAN: Thank you, Your Honor.

4 THE COURT: All right. We'll --

5 MR. HUEBNER: Be safe and be healthy, Your Honor.

6 THE COURT: Everybody stay healthy.

7 MS. LITTMAN: Thank you, Your Honor.

8 THE COURT: I have aller -- I know I am coughing,
9 but I have allergies.

10 MR. HUEBNER: I'm not -- I'm not worried. I already
11 had -- I don't know, I'm not -- I'm not over worried. I had --
12 I got over the coronavirus. My wife had it. Luck -- thank
13 God -- thank God we didn't have it -- we didn't get hit hard.
14 It was like a two, three-week flu.

15 THE COURT: Good.

16 MR. HUEBNER: But -- but --

17 THE COURT: I mean, not good. I mean, but good you
18 had it --

19 MR. HUEBNER: I get it. No, I get what you're
20 saying, Your Honor. I get it. So, --

21 THE COURT: Good you had it and survived. Okay,
22 everybody.

23 MR. HUEBNER: My retina surgery, which was five
24 times -- you know they say five times is a charm. Isn't that
25 it? I don't know. Hopefully, that will -- that will do it,

1 so --

2 THE COURT: Five times? Five times for --

3 MR. HUEBNER: Five -- five times, Your Honor.

4 THE COURT: I'm sorry to hear that. I really am.

5 MR. HUEBNER: So, hopefully it will -- this is the
6 last time, it looks like, hopefully.

7 THE COURT: Okay.

8 MR. HUEBNER: Thank you, Your Honor.

9 THE COURT: Ms. Littman, you're (indiscernible) --

10 MR. KATZ: Thank you, Judge.

11 THE COURT: Ms. Littman, (indiscernible) --

12 MS. LITTMAN: Thank you, Your Honor. Stay safe,
13 everyone. Thank you very much.

14 THE COURT: Okay.

15 MS. LITTMAN: Bye-bye.

16 (Zoom call terminated.)

17 THE COURT: You still there, Tim?

18 THE LAW CLERK: Yes, I'm here. Sorry, I --

19 THE COURT: I'm going to stop the recording. Hold
20 on a minute. I'm having a hard time with this for some
21 reason. Here we go.

22 (Conference recording concluded.)

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C E R T I F I C A T I O N

I, TERRY L. DeMARCO, court-approved transcriber,
certify that the foregoing is a correct transcript from the
electronic sound recording of the proceedings in the above-
entitled matter recorded on August 6, 2020.

07/19/21

Date

S / Terry L. DeMarco

Terry L. DeMarco, AD/T 566

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